

FOR RENEWABLE ENERGY SOURCE ELIGIBILITY
Pursuant to New Hampshire Admin. Code Puc 2500 Rules

Pursuant to Puc 202, the signed application shall be filed with the Executive Director and Secretary of the New Hampshire Public Utilities Commission (Commission). To ensure that your submitted application is complete, please read RSA 362-F and N.H. Code Admin. Rules Puc 2500 before filling out this application. It is the burden of the applicant to provide timely, accurate and complete information as part of the application process. Any failure by the applicant to provide information in a timely manner may result in the Commission dismissing this application without prejudice.

- Page 1 of 4

(2)

East Otis MA 01029
(City) (State) (Zip code)

9. Latitude: 42 degree 14 min. 04.28 sec. N. Longitude: 73 degree 04 min. 14.62 sec. W.

10. The name and telephone number of the facility's operator, if different from the owner: Same ☒

(Name) (Telephone number)

11. The ISO-New England asset identification number, if applicable: See Attachment A or N/A: ☐

12. The GIS facility code, if applicable: _____ or N/A: ☒

13. A description of the facility, including fuel type, gross nameplate generation capacity, the initial commercial operation date, and the date it began operation, if different.

14. If Class I certification is sought for a generation facility that uses biomass, the applicant shall submit:

- (a) quarterly average NOx emission rates over the past rolling year,
- (b) the most recent average particulate matter emission rates as required by the New Hampshire Department of Environmental Services (NHDES),
- (c) a description of the pollution control equipment or proposed practices for compliance with such requirements,
- (d) proof that a copy of the completed application has been filed with the NHDES, and
- (e) conduct a stack test to verify compliance with the emission standard for particulate matter no later than 12 months prior to the end of the subject calendar quarter except as provided for in RSA 362-F:12, II.
- (f) ☒ N/A: Class I certification is NOT being sought for a generation facility that uses biomass.

15. If Class I certification is sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies to produce energy, the applicant shall:

- (a) demonstrate that it has made capital investments after January 1, 2006 with the successful purpose of improving the efficiency or increasing the output of renewable energy from the facility, and
- (b) supply the historical generation baseline as defined in RSA 362-F:2, X.
- (c) ☒ N/A: Class I certification is NOT being sought for the incremental new production of electricity by a generation facility that uses biomass, methane or hydroelectric technologies.

16. If Class I certification is sought for repowered Class III or Class IV sources, the applicant shall:

- (a) demonstrate that it has made new capital investments for the purpose of restoring unusable generation capacity or adding to the existing capacity, in light of the NHDES environmental permitting requirements or otherwise, and

- (b) provide documentation that eighty percent of its tax basis in the resulting plant and equipment of the eligible generation capacity, including the NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
 - (c) ☒ N/A: Class I certification is NOT being sought for repowered Class III or Class IV sources.
- 17. If Class I certification is sought for formerly nonrenewable energy electric generation facilities, the applicant shall:
 - (a) demonstrate that it has made new capital investments for the purpose of repowering with eligible biomass technologies or methane gas and complies with the certification requirements of Puc 2505.04, if using biomass fuels, and
 - (b) provide documentation that eighty percent of its tax basis in the resulting generation unit, including NHDES permitting requirements for new plants, but exclusive of any tax basis in real property and intangible assets, is derived from the new capital investments.
 - (c) ☒ N/A: Class I certification is NOT being sought for formerly nonrenewable energy electric generation facilities.
- 18. If Class IV certification is sought for an existing small hydroelectric facility, the applicant shall submit proof that:
 - (a) it has installed upstream and downstream diadromous fish passages that have been required and approved under the terms of its license or exemption from the Federal Energy Regulatory Commission, and
 - (b) when required, has documented applicable state water quality certification pursuant to section 401 of the Clean Water Act for hydroelectric projects.
 - (c) ☒ N/A: Class IV certification is NOT being sought for existing small hydroelectric facilities.
- 19. If the source is located in a control area adjacent to the New England control area, the applicant shall submit proof that the energy is delivered within the New England control area and such delivery is verified using the documentation required in Puc 2504.01(a)(2) a. to e.
- 20. All other necessary regulatory approvals, including any reviews, approvals or permits required by the NHDES or the environmental protection agency in the facility's state.
- 21. Proof that the applicant either has an approved interconnection study on file with the commission, is a party to a currently effective interconnection agreement, or is otherwise not required to undertake an interconnection study.
- 22. A description of how the generation facility is connected to the regional power pool of the local electric distribution utility.
- 23. A statement as to whether the facility has been certified under another non-federal jurisdiction's renewable portfolio standard and proof thereof.
- 24. A statement as to whether the facility's output has been verified by ISO-New England.

25. A description of how the facility's output is reported to the GIS if not verified by ISO-New England.
26. An affidavit by the owner attesting to the accuracy of the contents of the application.
27. Such other information as the applicant wishes to provide to assist in classification of the generating facility.

28. This application and all future correspondence should be sent to:

Ms. Debra A. Howland
Executive Director and Secretary
State of New Hampshire
Public Utilities Commission
21 S. Fruit St, Suite 10
Concord, NH 03301-2429

29. Preparer's information:

Name: William P. Short III

Title: Consultant

Address: (1) P.O. Box 237173

(2) _____

(3) _____

New York

(City)

NY

(State)

10023-7173

(Zip code)

30. Preparer's signature:

William P. Short III

Attachment A

- I. The name and address of Contacts for the Applicant, Williams Stone Company, Inc. ("Williams") -

Primary Contact:

Williams Stone Company, Inc.
c/o William P. Short III
Consultant
P.O. Box 237173
New York, New York 10023-7173
Tel: (917) 206-0001
Fax: (917) 206-0001
Cell: (201) 870-3707
w.shortiii@verizon.net

Secondary Contact:

Williams Stone Company, Inc.
c/o Edwin Williams
CEO
Williams Stone Company, Inc.
1158 Lee Westfield Road
East Otis, Massachusetts 01029
Tel: (413) 269-4544
Fax: (413) 269-6148
kerri@williamsstone.com

- II. The ISO New England Inc. asset identification number –

Western Massachusetts Electric Company refuses to register the wind turbine with ISO-New England, Inc.; thus, a settlement market system ("SMS") number cannot be issued by ISO New England, Inc. (Both Williams' electrical output that is sold to Western Massachusetts Electric Company and the electrical output that is consumed by Williams Stone Company, Inc. is verified by William P. Short III, reported by him under account non-32828 and entered directly by him into the NEPOOL GIS.)

- III. Description of the Facility, including fuel type, gross nameplate capacity and the initial commercial operation date –

Williams owns an operating 630 (gross), 600 (net) KW wind turbine generator (Vestas RRB PS) (the "Facility") located in East Otis, Massachusetts on Lee Westfield Road. The Facility generates electrical energy using wind energy. The electrical energy is either used by Williams Stone Company, Inc. in its business operations or sold to Northeast Utilities' Western Massachusetts Electric Company. The Facility is interconnected to Western Massachusetts Electric Company's distribution line located along Lee Westfield Road. The Facility commenced operations on or about June 1, 2009.

Additional technical details of the Facility may be found in Attachment 1 to the Facility's Interconnection Agreement.

IV. Copy of regulatory approvals required by local, state and federal authorities –

Attached, as Attachment B, is a copy of the Facility's regulatory approvals required by local, state and federal authorities.

V. Copy the Facility's Interconnection Agreement –

Attached, as Attachment C, is a copy of the Facility's interconnection agreement with Western Massachusetts Electric Company.

VI. Description of the Facility's Interconnection with ISO New England –

The Facility is interconnected to Western Massachusetts Electric Company's local distribution system that runs along Lee Westfield Road in East Otis, Massachusetts. The interconnection from the Facility is an existing electrical feed to Williams Stone Company headquarters and factory located at the same site. The Facility is initially interconnected to the factory's 690 volt bus. The power from the Facility not consumed by the factory's load is stepped up from 480 volt to 23 KV and delivered to Western Massachusetts Electric Company's distribution line that runs along Lee Westfield Road in East Otis, Massachusetts.

Additional technical details of the Facility's Interconnection may be found in Attachment 1 to the Facility's Interconnection Agreement.

VII. Other state renewable portfolio standard certification –

Williams has received notice from the Massachusetts Department of Energy Resources certifying the wind turbine generator as a Class I Renewable Generation Unit. Williams has a pending application in front of the Connecticut Department of Public Utility Control to certify the wind turbine generator as a Connecticut Class I source. Williams intends to file similar applications with the states of Maine and Rhode Island.

VIII. Verification of the Facility's output by the ISO New England –

Western Massachusetts Electric Company refuses to register the wind turbine with ISO-NE; thus, SMS number cannot be issued by ISO New England, Inc. Consequently, none of the Facility's production is recorded by ISO New England, Inc.

IX. Verification of the Facility's output not reported by ISO-New England –

Both Williams' electrical output that is sold to Western Massachusetts Electric Company and the electrical output that is consumed by Williams Stone Company, Inc. is verified by William P. Short III, reported by him under account non-32828 and entered directly by him into the NEPOOL GIS. Mr. Short has received notice from the Massachusetts Department of Energy Resources of its approval of his application to be certified as an Independent Third-Party Meter Reader for Williams.

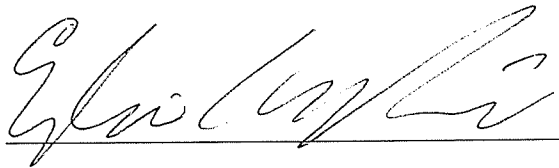
X. Other information on the Applicant or the Facility –

Information on Williams Stone Company, Inc. may be found at www.williamsstone.com.

AFFIDAVIT

I hereby certify, under pains and penalties of perjury, that I have personally examined and am familiar with the information submitted herein and based upon my inquiry of those individuals responsible for obtaining the information. I believe that the information is true, accurate and complete. I am aware that there are significant penalties, both civil and criminal, for submitting false information, including both fines and punishment. My signature below certifies all information submitted on this application form.

Signature of Authorized Representative:

 CEO

Edwin Williams, CEO

11-19-09

Date

Attachment B

Copy of

Regulatory Approvals

Required by

Local Authorities

For

Williams Stone Company, Inc.



Town of Otis, Massachusetts
ZONING BOARD OF APPEALS

Case#: 2008-05-01
Applicant: ~~Andrews~~ *Williams*
Hearing Date: May 5, 2008

Notice for Filing in the Registry of Deeds

A Decision to grant a Variance, Special Permit, or any extension, modification, or renewal of a Variance or Special Permit

Notice is hereby given that a Variance or Special Permit has been granted in compliance with the statutory requirements as set forth in Chapter 40A, M.G.L., as amended,

To: Edwin Williams

Address: PO Box 278, East Otis, MA 01029

by the Town of Otis Zoning Board of Appeals, affecting the rights of the owner with respect to the use of the premises located on

1158 Lee Westfield Road
Identify the Land Affected

The record title stands in the name of Edwin Williams

Whose address is PO Box 278, East Otis, MA 01029

by a deed duly recorded in the Middle District, Berkshire County Registry of Deeds in Book 876 Page 504.

Zoning Board of Appeals, Town of Otis

Mary Crandall, Chairman
Mary Crandall, Acting Chairman

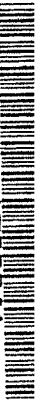
Karen Fink, Clerk
Karen Fink

Certification of the Town Clerk for Filing of Decision in the Registry of Deeds

This is to certify that twenty (20) days have elapsed since the filing of this decision with this office, and that no appeal has been filed, or that an appeal was filed and has been denied in this case.

Syn H. Minery
Signature and Seal of the Town Clerk

BK: 4222 Pg: 47 Doc: NOT
Page: 1 of 2 02/03/2009 03:27 PM



DATE: Dec 4, 2018 Permit NO. OP-127
 APPLICANT SED ADDRESS 317 Route 104 Ontario NY 14579 Engineer
Sustainable Energy Developments Inc. (No) (Street) (Contractor's License)

 PERMIT TO NEW construction via ZBA (Type) No. 13 (Proposed Use) No. of Dwelling Units N/A

AT (LOCATION)	<u>1158 LEE WESTFIELD RD</u>	ZONING DISTRICT	<u>R-40</u>
	(No.) (Street)		
BETWEEN		AND	
	(Cross Street)	(Cross Street)	
SUBDIVISION	MAP <u>3</u> LOT <u>3</u>	LOT SIZE	

 BUILDING IS TO BE _____ FT. WIDE BY _____ FT. LONG BY 290' FT. IN HEIGHT & SHALL CONFORM
 IN CONSTRUCTION TO TYPE 1B USE GROUP 1/ BASEMENT WALLS & FOUNDATION concrete as
per specifications

AREA OR VOLUME	<u>290 L.F.</u>	ESTIMATED COST	<u>500,000</u>	PERMIT FEE	<u>1,885</u>
OWNER ADDRESS	<u>Williams Stone Co Inc</u>				
	<u>1158 Lee-Westfield Rd E. Otis Ma</u>				
BUILDING DEPT BY:	<u>[Signature]</u>				

Read the following, then sign and date. Permit & Plans, and when applicable Engineered Lumber, Truss, specification sheets, stamped Engineered structural steel concrete reinforcing, etc. Drawings must be on site, for review by inspector during inspections, and left with owner, for future reference.

Checklist needs to be completed by construction Supervisor, or Owner when owner takes out permit. Signature _____ Date: _____

"Persons contracting with unlicensed/unregistered contractors do not have access to the guaranty fund

(As set forth in MGL c. 142A)" Signature _____

BUILDING INSPECTION APPROVALS	PLUMBING INSPECTION APPROVALS	ELECTRICAL INSPECTION APPROVALS
1. FOUNDATION	1. ROUGH	1. ROUGH
2. STRUCTURAL	2. FINISH	3. FINISH
4. INSULATION	HEATING INSPECTION APPROVALS	ASSESSORS APPROVALS
4. FINISH	1. 2.	<u>FIRE DEPARTMENT APPROVALS</u>
WORK SHALL NOT PROCEED UNTIL THE INSPECTOR HAS APPROVED THE VARIOUS STAGES OF CONSTRUCTION	PERMIT WILL BECOME NULL AND VOID IF CONSTRUCTION WORK IS NOT STARTED WITHIN SIX MONTHS OF DATE THE PERMIT IS ISSUED AS NOTED ABOVE	1. 2.



ZONING BOARD OF APPEALS

Applicant: Williams

Hearing Date: May 3, 2008

NOTICE OF DECISION

Applicant or Petitioner:

Edwin Williams

 Appeal

 Petition for Variance

Premises Affected:

1158 Lee Westfield Rod

 X Application for Special Permit

Referring to the above Appeal Petition X Application so as to permit

Erecting a wind turbine and tower

After a public hearing held on May 3, 2008, the Zoning Board of Appeals, at it's meeting on May 3, 2008

 VOTED TO DENY

 X VOTED TO GRANT

 a variance from requirements; X a Special Permit;

under Section 3.2.1.1 of the Zoning By-Laws, subject to the following conditions:

1. Any Variance or Special Permit hereby granted shall be subject to compliance with any and all Federal, State, and Local statutes, ordinances, regulations and licensing procedures which may be applicable to the nature of this grant.
(Additional conditions, if any, are listed on the reverse side, here, or attached)

Conditions:

The Special Permit was granted on the plans submitted to and on file with the Zoning Board. The application was found to met the standards of the Zoning By-laws and the additional condition was added that when the tower is no longer in use it must be dismantled and removed within one (1) year of the tower going out of use, at the expense of the property owner.

IMPORTANT! Any appeal from the decision of the Zoning Board of Appeals must be made pursuant to Section 17, Chapter 40A, M.G.L. as amended, and must be filed within twenty (20) days after the date of filing of the decision with the Town Clerk.

Otis Zoning Board of Appeals

Karen D. Fink, Clerk

Attachment C

Interconnection Service Agreement

Between

Western Massachusetts Electric Company

And

Williams Stone Company, Inc.

Dated

February 10, 2009

Exhibit F – Interconnection Service Agreement

1. **Parties.** This Interconnection Service Agreement (“Agreement”), dated as of February 10, 2009 (“Effective Date”) is entered into, by and between Western Massachusetts Electric Company (WMECO), a Massachusetts corporation with a principal place of business at 1 Federal Street Springfield, Massachusetts 01105 (hereinafter referred to as the “Company”), and Willams Stone Company, a Massachusetts corporation with a principal place of business at 1158 Lee Westfield Road East Otis, MA 01029 (“Interconnecting Customer”). (The Company and Interconnecting Customer are collectively referred to as the “Parties”). Terms used herein without definition shall have the meanings set forth in Section 1.2 of the Interconnection Tariff which is hereby incorporated by reference.
2. **Basic Understandings.** This Agreement provides for parallel operation of an Interconnecting Customer’s Facility with the Company EPS to be installed and operated by the Interconnecting Customer at 1158 Lee Westfield Road East Otis, MA 01029 and end-use electric Service Account # 742241003 and a Billing Account # 54-219691052. A description of the Facility is located in Attachment 1. If the Interconnecting Customer is not the Customer, an Agreement between the Company and the Company’s Retail Customer, attached as Exhibit G to the Interconnection Tariff, must be signed and included as an Attachment to this Agreement.

The Interconnecting Customer has the right to operate its Facility in parallel with the Company EPS immediately upon successful completion of the protective relays testing as witnessed by the Company and receipt of written notice from the Company that interconnection with the Company EPS is authorized (“Authorization Date”).

3. **Term.** This Agreement shall become effective as of the Effective Date. The Agreement shall continue in full force and effect until terminated pursuant to Section 4 of this Agreement.

4. **Termination.**

4.1 This Agreement may be terminated under the following conditions.

4.1.1 The Parties agree in writing to terminate the Agreement.

4.1.2 The Interconnecting Customer may terminate this agreement at any time by providing sixty (60) days written notice to Company.

4.1.3 The Company may terminate this Agreement upon the occurrence of an Event of Default by the Interconnecting Customer as provided in Section 18 of this Agreement.

4.1.4 The Company may terminate this Agreement if the Interconnecting Customer either: (1) fails to energize the Facility within 12 months of the Authorization Date; or, (2) permanently abandons the Facility. Failure to operate the Facility for any consecutive 12 month period after the Authorization Date shall constitute permanent abandonment unless otherwise agreed to in writing between the Parties.

4.1.5 The Company, upon 30 days notice, may terminate this Agreement if there are any changes in Department regulations or state law that have a material adverse effect on the Company’s ability to perform its obligations under the terms of this Agreement.

4.2 **Survival of Obligations.** The termination of this Agreement shall not relieve either Party of its liabilities and obligations, owed or continuing at the time of termination. Sections 5, 10, 12, 13, and 25 as it relates to disputes pending or for wrongful termination of this Agreement shall survive the termination of this Agreement.

4.3 **Related Agreements.** Any agreement attached to and incorporated into this Agreement shall terminate concurrently with this Agreement unless the Parties have agreed otherwise in writing.

5. **General Payment Terms.** The Interconnecting Customer shall be responsible for the System Modification costs and payment terms identified in Attachment 4 of this Agreement and any approved cost increases

pursuant to the terms of the Interconnection Tariff. If the system modifications exceed \$25,000, Attachment 4 will include a payment and construction schedule for both parties.

5.1 Cost or Fee Adjustment Procedures. The Company will, in writing, advise the Interconnecting Customer in advance of any cost increase for work to be performed up to a total amount of increase of 10% only. All costs that exceed the 10% increase cap will be borne solely by the Company. Any such changes to the Company's costs for the work shall be subject to the Interconnecting Customer's consent. The Interconnecting Customer shall, within thirty (30) days of the Company's notice of increase, authorize such increase and make payment in the amount up to the 10% increase cap, or the Company will suspend the work and the corresponding agreement will terminate.

5.2 Final Accounting. Upon request by the Interconnecting Customer, the Company within ninety (90) business days after completion of the construction and installation of the System Modifications described in an attached exhibit to the Interconnection Service Agreement, shall provide Interconnecting Customer with a final accounting report of any difference between (a) Interconnecting Customer's cost responsibility under the Interconnection Service Agreement for the actual cost of such System Modifications, and (b) Interconnecting Customer's previous aggregate payments to the Company for such System Modifications. To the extent that Interconnecting Customer's cost responsibility in the Interconnection Service Agreement exceeds Interconnecting Customer's previous aggregate payments, the Company shall invoice Interconnecting Customer and Interconnecting Customer shall make payment to the Company within 45 days. To the extent that Interconnecting Customer's previous aggregate payments exceed Interconnecting Customer's cost responsibility under this agreement, the Company shall refund to Interconnecting Customer an amount equal to the difference within forty five (45) days of the provision of such final accounting report.

6. Operating Requirements

6.1 General Operating Requirements. Interconnecting Customer shall operate and maintain the Facility in accordance with the applicable manufacturer's recommended maintenance schedule, in compliance with all aspects of the Company's Interconnection Tariff. The Interconnecting Customer will continue to comply with all applicable laws and requirements after interconnection has occurred. In the event the Company has reason to believe that the Interconnecting Customer's installation may be the source of problems on the Company EPS, the Company has the right to install monitoring equipment at a mutually agreed upon location to determine the source of the problems. If the Facility is determined to be the source of the problems, the Company may require disconnection as outlined in Section 7.0 of the Interconnection Tariff. The cost of this testing will be borne by the Company unless the Company demonstrates that the problem or problems are caused by the Facility or if the test was performed at the request of the Interconnecting Customer.

6.2 No Adverse Effects; Non-interference. Company shall notify Interconnecting Customer if there is evidence that the operation of the Facility could cause disruption or deterioration of service to other Customers served from the same Company EPS or if operation of the Facility could cause damage to Company EPS or Affected Systems. The deterioration of service could be, but is not limited to, harmonic injection in excess of IEEE Standard 1547-2003, as well as voltage fluctuations caused by large step changes in loading at the Facility. Each Party will notify the other of any emergency or hazardous condition or occurrence with its equipment or facilities which could affect safe operation of the other Party's equipment or facilities. Each Party shall use reasonable efforts to provide the other Party with advance notice of such conditions.

The Company will operate the EPS in such a manner so as to not unreasonably interfere with the operation of the Facility. The Interconnecting Customer will protect itself from normal disturbances propagating through the Company EPS, and such normal disturbances shall not constitute unreasonable interference unless the Company has deviated from Good Utility Practice. Examples of such disturbances could be, but are not limited to, single-phasing events, voltage sags from remote faults on the Company EPS, and outages on the Company EPS. If the Interconnecting Customer demonstrates that the Company EPS is adversely affecting the operation of the Facility and if the adverse effect is a result of a Company deviation from Good Utility Practice, the Company shall take appropriate action to eliminate the adverse effect.

6.3 Safe Operations and Maintenance. Each Party shall operate, maintain, repair, and inspect, and shall be fully responsible for, the facility or facilities that it now or hereafter may own unless otherwise specified in this Agreement. Each Party shall be responsible for the maintenance, repair and condition of its

respective lines and appurtenances on their respective side of the PCC. The Company and the Interconnecting Customer shall each provide equipment on its respective side of the PCC that adequately protects the Company's EPS, personnel, and other persons from damage and injury.

6.4 Access. The Company shall have access to the disconnect switch of the Facility at all times.

6.4.1 Company and Interconnecting Customer Representatives. Each Party shall provide and update as necessary the telephone number that can be used at all times to allow either Party to report an emergency.

6.4.2 Company Right to Access Company-Owned Facilities and Equipment. If necessary for the purposes of the Interconnection Tariff and in the manner it describes, the Interconnecting Customer shall allow the Company access to the Company's equipment and the Company's facilities located on the Interconnecting Customer's or Customer's premises. To the extent that the Interconnecting Customer does not own all or any part of the property on which the Company is required to locate its equipment or facilities to serve the Interconnecting Customer under the Interconnection Tariff, the Interconnecting Customer shall secure and provide in favor of the Company the necessary rights to obtain access to such equipment or facilities, including easements if the circumstances so require.

6.4.3 Right to Review Information. The Company shall have the right to review and obtain copies of Interconnecting Customer's operations and maintenance records, logs, or other information such as, unit availability, maintenance outages, circuit breaker operation requiring manual reset, relay targets and unusual events pertaining to Interconnecting Customer's Facility or its interconnection with the Company EPS. This information will be treated as customer-confidential and only used for the purposes of meeting the requirements of Section 4.2.4 in the Interconnection Tariff.

7. Disconnection

7.1 Temporary Disconnection

7.1.1 Emergency Conditions. Company shall have the right to immediately and temporarily disconnect the Facility without prior notification in cases where, in the reasonable judgment of Company, continuance of such service to Interconnecting Customer is imminently likely to (i) endanger persons or damage property or (ii) cause a material adverse effect on the integrity or security of, or damage to, Company EPS or to the electric systems of others to which the Company EPS is directly connected. Company shall notify Interconnecting Customer promptly of the emergency condition. Interconnecting Customer shall notify Company promptly when it becomes aware of an emergency condition that affects the Facility that may reasonably be expected to affect the Company EPS. To the extent information is known, the notification shall describe the emergency condition, the extent of the damage or deficiency, or the expected effect on the operation of both Parties' facilities and operations, its anticipated duration and the necessary corrective action.

7.1.2 Routine Maintenance, Construction and Repair. Company shall have the right to disconnect the Facility from the Company EPS when necessary for routine maintenance, construction and repairs on the Company EPS. The Company shall provide the Interconnecting Customer with a minimum of seven calendar days planned outage notification consistent with the Company's planned outage notification protocols. If the Interconnecting Customer requests disconnection by the Company at the PCC, the Interconnecting Customer will provide a minimum of seven days notice to the Company. Any additional notification requirements will be specified by mutual agreement in the Interconnection Service Agreement. Company shall make an effort to schedule such curtailment or temporary disconnection with Interconnecting Customer.

7.1.3 Forced Outages. During any forced outage, Company shall have the right to suspend interconnection service to effect immediate repairs on the Company EPS; provided, however, Company shall use reasonable efforts to provide the Interconnecting Customer with prior notice. Where circumstances do not permit such prior notice to Interconnecting Customer, Company may interrupt Interconnection Service and disconnect the Facility from the Company EPS without such notice.

7.1.4 Non-Emergency Adverse Operating Effects. The Company may disconnect the Facility if the Facility is having an adverse operating effect on the Company EPS or other customers that is not an

emergency, and the Interconnecting Customer fails to correct such adverse operating effect after written notice has been provided and a maximum of 45 days to correct such adverse operating effect has elapsed.

7.1.5 Modification of the Facility. Company shall notify Interconnecting Customer if there is evidence of a material modification to the Facility and shall have the right to immediately suspend interconnection service in cases where such material modification has been implemented without prior written authorization from the Company.

7.1.6 Re-connection. Any curtailment, reduction or disconnection shall continue only for so long as reasonably necessary. The Interconnecting Customer and the Company shall cooperate with each other to restore the Facility and the Company EPS, respectively, to their normal operating state as soon as reasonably practicable following the cessation or remedy of the event that led to the temporary disconnection.

7.2 Permanent Disconnection. The Interconnecting Customer has the right to permanently disconnect at any time with 30 days written notice to the Company.

7.2.1 The Company may permanently disconnect the Facility upon termination of the Interconnection Service Agreement in accordance with the terms thereof.

- 8. Metering.** Metering of the output from the Facility shall be conducted pursuant to the terms of the Interconnection Tariff.
- 9. Assignment.** Except as provided herein, Interconnecting Customer shall not voluntarily assign its rights or obligations, in whole or in part, under this Agreement without Company's written consent. Any assignment Interconnecting Customer purports to make without Company's written consent shall not be valid. Company shall not unreasonably withhold or delay its consent to Interconnecting Customer's assignment of this Agreement. Notwithstanding the above, Company's consent will not be required for any assignment made by Interconnecting Customer to an Affiliate or as collateral security in connection with a financing transaction. In all events, the Interconnecting Customer will not be relieved of its obligations under this Agreement unless, and until the assignee assumes in writing all obligations of this Agreement and notifies the Company of such assumption.
- 10. Confidentiality.** Company shall maintain confidentiality of all Interconnecting Customer confidential and proprietary information except as otherwise required by applicable laws and regulations, the Interconnection Tariff, or as approved by the Interconnecting Customer in the Simplified or Expedited/Standard Application form or otherwise.
- 11. Insurance Requirements.**
 - 11.1 General Liability.**
 - 11.1(a)** In connection with Interconnecting Customer's performance of its duties and obligations under the Interconnection Service Agreement, Interconnecting Customer shall maintain, during the term of the Agreement, general liability insurance with a combined single limit of not less than:
 - i. Five million dollars (\$5,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than five (5) MW.
 - ii. Two million dollars (\$2,000,000) for each occurrence and five million dollars (\$5,000,000) in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one (1) MW and less than or equal to five (5) MW;
 - iii. One million dollars (\$1,000,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than one hundred (100) kW and less than or equal to one (1) MW;
 - iv. Five hundred thousand dollars (\$500,000) for each occurrence and in the aggregate if the Gross Nameplate Rating of Interconnecting Customer's Facility is greater than ten (10) kW and less than or equal to one hundred (100) kW, except for eligible net

metered customers which are exempt from insurance requirements pursuant 220 CMR 11.04.

- 11.1(b) No insurance is required for Facilities eligible for net metering. However, the Company recommends that the Interconnecting Customer obtain adequate insurance to cover potential liabilities.
- 11.1(c) Any combination of General Liability and Umbrella/Excess Liability policy limits can be used to satisfy the limit requirements stated above.
- 11.1(d) The general liability insurance required to be purchased in this Section 11 may be purchased for the direct benefit of the Company and shall respond to third party claims asserted against the Company (hereinafter known as "Owners Protective Liability"). Should this option be chosen, the requirement of Section 11.2(a) will not apply but the Owners Protective Liability policy will be purchased for the direct benefit of the Company and the Company will be designated as the primary and "Named Insured" under the policy.
- 11.1(e) The insurance hereunder is intended to provide coverage for the Company solely with respect to claims made by third parties against the Company.
- 11.1(f) In the event the Commonwealth of Massachusetts, or any other governmental subdivision thereof subject to the claims limits of the Massachusetts Tort Claims Act, G.L. c. 258 (hereinafter referred to as the "Governmental Entity") is the Interconnecting Customer, any insurance maintained by the Governmental Entity shall contain an endorsement that strictly prohibits the applicable insurance company from interposing the claims limits of G.L. c. 258 as a defense in either the adjustment of any claim, or in the defense of any lawsuit directly asserted against the insurer by the Company. Nothing herein is intended to constitute a waiver or indication of an intent to waive the protections of G.L. c. 258 by the Governmental Entity.

11.2 Insurer Requirements and Endorsements. All required insurance shall be carried by reputable insurers qualified to underwrite insurance in MA having a Best Rating of "A-". In addition, all insurance shall, (a) include Company as an additional insured; (b) contain a severability of interest clause or cross-liability clause; (c) provide that Company shall not incur liability to the insurance carrier for payment of premium for such insurance; and (d) provide for thirty (30) calendar days' written notice to Company prior to cancellation, termination, or material change of such insurance; provided that to the extent the Interconnecting Customer is satisfying the requirements of subpart (d) of this paragraph by means of a presently existing insurance policy, the Interconnecting Customer shall only be required to make good faith efforts to satisfy that requirement and will assume the responsibility for notifying the Company as required above.

If the requirement of clause (a) in the paragraph above prevents Interconnecting Customer from obtaining the insurance required without added cost or due to written refusal by the insurance carrier, then upon Interconnecting Customer's written Notice to Company, the requirements of clause (a) shall be waived.

11.3 Evidence of Insurance. Evidence of the insurance required shall state that coverage provided is primary and is not in excess to or contributing with any insurance or self-insurance maintained by Interconnecting Customer.

The Interconnecting Customer is responsible for providing the Company with evidence of insurance in compliance with the Interconnection Tariff on an annual basis.

Prior to the Company commencing work on System Modifications and annually thereafter, the Interconnecting Customer shall have its insurer furnish to the Company certificates of insurance evidencing the insurance coverage required above. The Interconnecting Customer shall notify and send to the Company a certificate of insurance for any policy written on a "claims-made" basis. The Interconnecting Customer will maintain extended reporting coverage for three years on all policies written on a "claims-made" basis.

In the event that an Owners Protective Liability policy is provided, the original policy shall be provided to the Company.

11.4 Self Insurance. If Interconnecting Customer has a self-insurance program established in accordance with commercially acceptable risk management practices. Interconnecting Customer may comply with the following in lieu of the above requirements as reasonably approved by the Company:

- Interconnecting Customer shall provide to Company, at least thirty (30) calendar days prior to the Date of Initial Operation, evidence of such program to self-insure to a level of coverage equivalent to that required.
- If Interconnecting Customer ceases to self-insure to the standards required hereunder, or if Interconnecting Customer is unable to provide continuing evidence of Interconnecting Customer's financial ability to self-insure, Interconnecting Customer agrees to promptly obtain the coverage required under Section 11.1.

This section shall not allow any Governmental Entity to self-insure where the existence of a limitation on damages payable by a Government Entity imposed by the Massachusetts Tort Claims Act, G.L. c. 258, or similar law, could effectively limit recovery (by virtue of a cap on recovery) to an amount lower than that required in Section 11.1(a).

11.5 All insurance certificates, statements of self insurance, endorsements, cancellations, terminations, alterations, and material changes of such insurance shall be issued and submitted to the following:

WMECO
Attention: Cindy Janke
55 Russell Street
Hadley, MA 01035-9455

- 12. Indemnification.** Except as the Commonwealth is precluded from pledging credit by Section 1 of Article 62 of the Amendments to the Constitution of the Commonwealth of Massachusetts, and except as the Commonwealth's cities and towns are precluded by Section 7 of Article 2 of the Amendments to the Massachusetts Constitution from pledging their credit without prior legislative authority, Interconnecting Customer and Company shall each indemnify, defend and hold the other, its directors, officers, employees and agents (including, but not limited to, Affiliates and contractors and their employees), harmless from and against all liabilities, damages, losses, penalties, claims, demands, suits and proceedings of any nature whatsoever for personal injury (including death) or property damages to unaffiliated third parties that arise out of or are in any manner connected with the performance of this Agreement by that Party except to the extent that such injury or damages to unaffiliated third parties may be attributable to the negligence or willful misconduct of the Party seeking indemnification.
- 13. Limitation of Liability.** Each Party's liability to the other Party for any loss, cost, claim, injury, liability, or expense, including court costs and reasonable attorney's fees, relating to or arising from any act or omission in its performance of this Agreement, shall be limited to the amount of direct damage or liability actually incurred. In no event shall either Party be liable to the other Party for any indirect, incidental, special, consequential, or punitive damages of any kind whatsoever.
- 14. Amendments and Modifications.** No amendment or modification of this Agreement shall be binding unless in writing and duly executed by both Parties.
- 15. Permits and Approvals.** Interconnecting Customer shall obtain all environmental and other permits lawfully required by governmental authorities for the construction and operation of the Facility. Prior to the construction of System Modifications the interconnecting customer will notify the Company that it has initiated the permitting process. Prior to the commercial operation of the Facility the Customer will notify the Company that it has obtained all permits necessary. Upon request the Interconnecting Customer shall provide copies of one or more of the necessary permits to the Company.
- 16. Force Majeure.** For purposes of this Agreement, "Force Majeure Event" means any event:
- a. that is beyond the reasonable control of the affected Party; and
 - b. that the affected Party is unable to prevent or provide against by exercising commercially reasonable efforts, including the following events or circumstances, but only to the extent they satisfy the preceding requirements: acts of war or terrorism, public disorder, insurrection, or rebellion; floods, hurricanes,

earthquakes, lighting, storms, and other natural calamities; explosions or fire; strikes, work stoppages, or labor disputes; embargoes; and sabotage. If a Force Majeure Event prevents a Party from fulfilling any obligations under this Agreement, such Party will promptly notify the other Party in writing, and will keep the other Party informed on a continuing basis of the scope and duration of the Force Majeure Event. The affected Party will specify in reasonable detail the circumstances of the Force Majeure Event, its expected duration, and the steps that the affected Party is taking to mitigate the effects of the event on its performance. The affected Party will be entitled to suspend or modify its performance of obligations under this Agreement, other than the obligation to make payments then due or becoming due under this Agreement, but only to the extent that the effect of the Force Majeure Event cannot be mitigated by the use of reasonable efforts. The affected Party will use reasonable efforts to resume its performance as soon as possible. In no event will the unavailability or inability to obtain funds constitute a Force Majeure Event.

17. Notices.

17.1 Any written notice, demand, or request required or authorized in connection with this Agreement ("Notice") shall be deemed properly given on the date actually delivered in person or five (5) business days after being sent by certified mail, e-mail or fax with confirmation of receipt and original follow-up by mail, or any nationally-recognized delivery service with proof of delivery, postage prepaid, to the person specified below:

If to Company:	WMECO Attention: Cindy Janke 55 Russell Street Hadley, MA 01035-9455 Phone: 413-585-1750 FAX: 413-585-1709
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If to Interconnecting Customer:	Williams Stone Company Attention: Edwin Williams P.O. Box 278 East Otis, MA 01029 Phone: 413-269-4544 FAX: 413-269-6148
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17.2 A Party may change its address for Notices at any time by providing the other Party Notice of the change in accordance with Section 16.1.

17.3 The Parties may also designate operating representatives to conduct the daily communications, which may be necessary or convenient for the administration of this Agreement. Such designations, including names, addresses, and phone numbers may be communicated or revised by one Party's Notice to the other.

18. Default and Remedies

18.1 Defaults. Any one of the following shall constitute "An Event of Default."

- (i) One of the Parties shall fail to pay any undisputed bill for charges incurred under this Agreement or other amounts which one Party owes the other Party as and when due, any such failure shall continue for a period of thirty (30) days after written notice of nonpayment from the affected Party to the defaulting Party, or
- (ii) One of the Parties fails to comply with any other provision of this Agreement or breaches any representation or warranty in any material respect and fails to cure or remedy that default or breach within sixty (60) days after notice and written demand by the affected Party to cure the same or such longer period reasonably required to cure (not to exceed an additional 90 days unless otherwise mutually agreed upon), provided that the defaulting Party diligently continues to cure until such failure is fully cured.

18.2 Remedies. Upon the occurrence of an Event of Default, the affected Party may at its option, in addition to any remedies available under any other provision herein, do any, or any combination, as appropriate, of the following:

- a. Continue to perform and enforce this Agreement;
- b. Recover damages from the defaulting Party except as limited by this Agreement;
- c. By written notice to the defaulting Party terminate this Agreement;
- d. Pursue any other remedies it may have under this Agreement or under applicable law or in equity.

- 19. Entire Agreement.** This Agreement, including any attachments or appendices, is entered into pursuant to the Interconnection Tariff. Together the Agreement and the Interconnection Tariff represent the entire understanding between the Parties, their agents, and employees as to the subject matter of this Agreement. Each Party also represents that in entering into this Agreement, it has not relied on any promise, inducement, representation, warranty, agreement or other statement not set forth in this Agreement or in the Company's Interconnection Tariff.
- 20. Supercedence.** In the event of a conflict between this Agreement, the Interconnection Tariff, or the terms of any other tariff, Exhibit or Attachment incorporated by reference, the terms of the Interconnection Tariff, as the same may be amended from time to time, shall control. In the event that the Company files a revised tariff related to interconnection for Department approval after the effective date of this Agreement, the Company shall, not later than the date of such filing, notify the signatories of this Agreement and provide them a copy of said filing.
- 21. Governing Law.** This Agreement shall be interpreted, governed, and construed under the laws of the Commonwealth of Massachusetts without giving effect to choice of law provisions that might apply to the law of a different jurisdiction.
- 22. Non-waiver.** None of the provisions of this Agreement shall be considered waived by a Party unless such waiver is given in writing. The failure of a Party to insist in any one or more instances upon strict performance of any of the provisions of this Agreement or to take advantage of any of its rights hereunder shall not be construed as a waiver of any such provisions or the relinquishment of any such rights for the future, but the same shall continue and remain in full force and effect.
- 23. Counterparts.** This Agreement may be signed in counterparts.
- 24. No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any rights in or duty to, or standard of care with respect to, or any liability to, any person not a party to this Agreement.
- 25. Dispute Resolution.** Unless otherwise agreed by the Parties, all disputes arising under this Agreement shall be resolved pursuant to the Dispute Resolution Process set forth in the Interconnection Tariff.
- 26. Severability.** If any clause, provision, or section of this Agreement is ruled invalid by any court of competent jurisdiction, the invalidity of such clause, provision, or section, shall not affect any of the remaining provisions herein.
- 27. Signatures.** IN WITNESS WHEREOF, the Parties hereto have caused two (2) originals of this Agreement to be executed under seal by their duly authorized representatives.

Interconnecting Customer

Company

By: _____

By: _____

Name: Edwin Williams
Williams Stone Company

Name: Michael T. Smith
WMECO

Title: CEO

Title: Director – Operations Support
& Engineering Compliance

The following attachments would be developed and included as appropriate for each specific Interconnection Service Agreement:

Attachment 1: Description of Facilities, including demarcation of Point of Common Coupling –
Refer to the drawing provided as Attachment 1.

The Interconnecting Customer is installing a 600 KW Vestas PS-600KW 690V 60Hz wind turbine at their facility. The Point of Common Coupling is the Interconnecting Customer owned outgoing secondary cables from the Company's 750 KVA pad mounted transformer (23 KW – 277/480 V) located on the Interconnecting Customer's property.

The Interconnecting Customer is providing a lockable 800 Amp fused disconnect switch which the Company will have access to at all times, as necessary, for the safe operation of the Company's distribution system. Proper signage will indicate that the switch is a disconnect for the wind turbine.

Attachment 2: Description of System Modifications

To accommodate the 600 KW wind turbine, modifications are required. The 15T fused cutouts on the riser pole (175/13) will be replaced with solid blade cutouts and fault indicators. This will allow for adequate coordination between the Interconnecting Customer's equipment and the Company's 25T fuses on the tap to Williams Stone (138/44). These fusing changes are being accommodated because Williams Stone Company is the only customer on the tap beyond the 25T fuses. The cost of this work is listed in Attachment 3, below.

The Interconnecting Customer is installing a new wye service and upgrading their main switch to accommodate the wind turbine, new switchgear and a new building. The Company's existing 500 KVA transformer will be replaced with a new 750 KVA transformer at a different location on the Interconnecting Customer's property. Associated cable work is necessary. The existing meter will be replaced with the appropriate bidirectional meter. The Interconnecting Customer will receive a detailed letter, separate from this agreement, outlining the work required by both parties. The cost of this work is not included in Attachment 3.

Attachment 3: Costs of System Modifications and Payment Terms

System Modifications are required. The cost of the work, including materials, labor, and CIAC Tax Liability is listed below. The estimate will be good for 180 days. Interconnecting Customer is responsible for paying System Modification Costs in full prior to execution of the work.

System Modifications Estimate:	\$ 2,047.60
CIAC Tax Liability of 13%:	\$ 226.79
Total Cost:	\$ 2,274.39

Attachment 4: Special Operating Requirements

Interconnecting Customer is providing a lockable 800 Amp fused disconnect switch on the 690 V side of the Interconnecting Customer owned 750 KVA dry type step transformer (480 V – 690 V). This switch will provide a visible break, as necessary, for the safe operation of the Company's distribution system. WMECO will have access to this disconnect switch and the riser pole (175/13) at all hours of all days. Interconnecting Customer is responsible for providing and maintaining access to both the disconnect switch and riser pole.

Interconnecting Customer is providing the following 24 hour contact information for use in an emergency. The Interconnecting Customer agrees that it will provide to the Company at least thirty days advance notice, in writing, of any change in the name of the contact person and any change in the telephone number.

Edwin Williams

Telephone: 413-269-4544

Attachment 5: Agreement between the Company and the Company's Retail Customer – Not required.

Attachment D

Notice

From

Massachusetts Department of Energy Resources

To

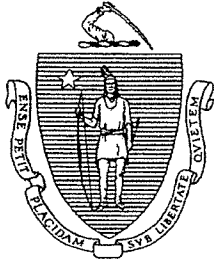
Williams Stone Company, Inc.

Regarding

Massachusetts RPS Class I Eligibility

Dated

November 5, 2009



COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF
ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENERGY RESOURCES

100 CAMBRIDGE ST., SUITE 1020
BOSTON, MA 02114

Internet: www.Mass.Gov/DOER
Email: Energy@State.MA.US

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Ian A. Bowles
Secretary, Executive Office of Energy
and Environmental Affairs

Philip Giudice
Commissioner

TELEPHONE
617-626-7300

FACSIMILE
617-727-0030
617-727-0093

November 5, 2009

William P. Short, III
Williams Stone Company, Inc.
P.O. Box 237173
New York, NY 10023-7173

RE: RPS Class I Eligibility Decision
Williams Stone, 0.600 MW in East Otis, MA (WD 1134-09)

Dear Mr. Short,

On behalf of the Department of Energy Resources (the Department), I am pleased to inform you that the Statement of Qualification Application for the Williams Stone wind project pursuant to the Massachusetts Renewable Energy Portfolio Standard (RPS) – Class I Regulations is hereby approved. The Department finds that the Generation Unit meets the requirements for eligibility as an RPS Class I Renewable Generation Unit pursuant to 225 CMR 14.05.

Each Massachusetts Class I Renewable Generation Unit is assigned a unique Massachusetts RPS Class I Identification Number (MA RPS Class I ID#). The MA RPS Class I ID# stated on the Statement of Qualification must be included in all correspondence with the Department. Williams Stone wind project's MA RPS Class I ID# is **WD-1134-09**.

The Department wishes to remind you of the notification requirements for changes in eligibility status contained in 225 CMR 14.06(3) and for changes in capacity, contact information, Authorized Representative, and identity of the Owner or Operator contained in 225 CMR 14.06(6). The Owner or Operator of the Generation Unit shall submit notification of such changes to the Department no later than five days following the end of the month during which such changes were implemented.

Second, the Department calls your attention to the Independent Third Party Meter Reader (ITPMR) requirements for Generation Units whose output is not reported to the NEPOOL GIS via the ISO New England, pursuant to 225 CMR 14.05(1)(c). RPS Class I qualification of the output of the Unit includes DOER approval of the ITPMR for the Unit, William P. Short III. Either you personally or Williams Stone Company, Inc., must inform DOER of any substantive change in the relationships between Williams Stone and Mr. Short that could affect Mr. Short's qualification to serve in the capacity of ITPMR. In the event that Williams Stone decides to engage a different entity as the Unit's ITPMR, then Williams Stone's new choice also must be approved by DOER as a condition of continued qualification of the Unit's electricity output. Also note that the ITPMR must maintain detailed records of the monthly meter readings of the Unit, and that those records are subject to inspection by the Department.

Third, the Department calls your attention to the provision requiring that the amount of the RPS qualified generating capacity must not be committed to any Control Area other than the ISO New England Control Area, pursuant to 225 CMR 14.05(1)(e)1.

Finally, the Department wishes to remind you to be cognizant of the Operating Rules and the reporting requirements of the NEPOOL GIS, which may be amended from time to time, and compliance with which may affect the RPS qualification of your Generation Unit's GIS certificates.

If you have any questions or concerns about the Statement of Qualification or any aspect of the RPS program, please contact Howard Bernstein, RPS Program Manager, at the Department's address, or (617) 626-7355, or howard.bernstein@state.ma.us.

Sincerely,



Robert Sydney
General Counsel

CC: Edwin Williams, CEO, Williams Stone Company, Inc.

Encl: Statement of Qualification

Commonwealth of Massachusetts
Executive Office of Energy and Environmental Affairs
DEPARTMENT OF ENERGY RESOURCES
STATEMENT OF QUALIFICATION

Pursuant to the Renewable Energy Portfolio Standard – Class I
225 CMR 14.00

This Statement of Qualification, provided by the Massachusetts Department of Energy Resources (DOER or the Department), signifies that the Generation Unit identified below, as described in a Statement of Qualification Application dated September 8, 2009, meets the requirements for eligibility as an RPS Class I Renewable Generation Unit, pursuant to the Renewable Energy Portfolio Standard – Class I, 225 CMR 14.05. Therefore, this Generation Unit is duly qualified as an RPS Class I Renewable Generation Unit, as of this 10th day of October, 2009.

Generation Unit Name, Capacity,
and Location:

Williams Stone
0.600 MW
East Otis, MA

Authorized Representative's Name
and Address:

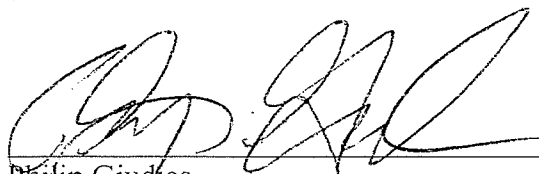
William P. Short III
Williams Stone Company, Inc.
P.O Box 237173
New York, NY 10023-7173

This RPS Class I Renewable Generation Unit is assigned a unique Massachusetts RPS Identification Number, listed below. Please include the ID number on all correspondence with DOER.

MA RPS Class I ID #: WD-1134-09

This Unit's NEPOOL GIS Identification Number is: **NON 32828**

The Qualification of this Generation Unit is subject to all applicable provisions in 225 CMR 14.00, including but not limited to the following. Pursuant to 225 CMR 14.05(1)(e)1, the Qualification of this Unit is subject to the Capacity Obligation provisions that pertain to all Generation Units. Pursuant to 225 CMR 14.06(5) and (6), the Owner or Operator of the Unit is obligated to notify DOER of any changes in the characteristics of the Unit that could affect its eligibility status, as well as any changes in the Unit's ownership, generation capacity, Third Party Meter Reader, Authorized Representative, or contact information. DOER may suspend or revoke this Statement of Qualification if the Owner or Operator fails to comply with 225 CMR 14.00, including the provisions of this Statement of Qualification.



Philip Giudice
Commissioner
Department of Energy Resources

Date: October 10, 2009